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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

SPS TECHNOLOGIES, LLC d/b/a PB  
FASTENERS,

Plaintiff,

v.

BRILES AEROSPACE, INC.,  
MICHAEL BRILES, and ROBERT  
BRILES,

Defendants.

Case No. 2:18-cv-09536-MWF (ASx)

~~PROPOSED~~ AMENDED  
PROTECTIVE ORDER

**Complaint Filed:** November 9, 2018

1  
2 **I. INTRODUCTION**

3 **A. Purposes and Limitations**

4 Discovery in this action is likely to involve production of confidential,  
5 proprietary, trade secret, commercially sensitive, export-controlled, or otherwise  
6 private information for which special protection from public disclosure and from use  
7 for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
8 the parties hereby stipulate to and petition the Court to enter the following Stipulated  
9 Protective Order. The parties acknowledge that this Order does not confer blanket  
10 protections on all disclosures or responses to discovery and that the protection it  
11 affords from public disclosure and use extends only to the limited information or  
12 items that are entitled to confidential treatment under the applicable legal principles.  
13 The parties further acknowledge, as set forth in Section XII.3 below, that this  
14 Stipulated Protective Order does not entitle them to file confidential information  
15 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and  
16 the standards that will be applied when a party seeks permission from the Court to  
17 file material under seal.

18 **B. Good Cause Statement**

19 This action is likely to involve trade secrets, export-controlled information,  
20 and other valuable research, development, commercial, financial, technical, and/or  
21 proprietary information for which special protection from public disclosure and from  
22 use for any purpose other than prosecution of this action is warranted. Such  
23 confidential and proprietary materials and information consist of, among other  
24 things, part specifications and dimensions, manufacturing processes, commercially  
25 sensitive business or financial information, information regarding confidential  
26 business practices, information that is subject to the requirements of the Export  
27 Administration Regulations ("EAR"), 15 C.F.R. §§ 730, *et seq.*, and/or the  
28 International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. §§ 120, *et seq.*, or

1 other confidential research, development, or commercial information (including  
2 information implicating privacy rights of third parties), information otherwise  
3 generally unavailable to the public, or which may be privileged or otherwise  
4 protected from disclosure under state or federal statutes, court rules, case decisions,  
5 or common law. Accordingly, to expedite the flow of information, to facilitate the  
6 prompt resolution of disputes over confidentiality of discovery materials, to  
7 adequately protect information the parties are entitled to keep confidential, to ensure  
8 that the parties are permitted reasonable necessary uses of such material in  
9 preparation for and in the conduct of trial, to address their handling at the end of the  
10 litigation, and serve the ends of justice, a protective order for such information is  
11 justified in this matter. It is the intent of the parties that information will not be  
12 designated as confidential for tactical reasons and that nothing be so designated  
13 without a good faith belief that it has been maintained in a confidential, non-public  
14 manner, and there is good cause why it should not be part of the public record of this  
15 case.

## 16 **II. DEFINITIONS**

17 1. Action: This federal lawsuit in the United States District Court for the  
18 Central District of California, *SPS Technologies, LLC v. Briles Aerospace, Inc.*, Case  
19 No. 2:18-cv-09536-MWF-AS.

20 2. Challenging Party: A Party or Non-Party that challenges the designation  
21 of information or items under this Order.

22 3. “CONFIDENTIAL” Information or Items: Information (regardless of  
23 how it is generated, stored or maintained) or tangible things that contain non-public,  
24 confidential, or proprietary information that the disclosing party does not make  
25 public in the ordinary course of its conduct, as specified above in the Good Cause  
26 Statement.

27 4. Counsel: Outside Counsel of Record and In-House Counsel (as well as  
28 their support staff).

1           5.     Designating Party: A Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as “EXPORT-  
3 CONTROLLED INFORMATION,” “CONFIDENTIAL” or “HIGHLY  
4 CONFIDENTIAL.”

5           6.     Disclosure or Discovery Material: All items or information, regardless  
6 of the medium or manner in which it is generated, stored, or maintained (including,  
7 among other things, testimony, transcripts, and tangible things), that are produced or  
8 generated in disclosures or responses to discovery in this matter.

9           7.     Expert: A person with specialized knowledge or experience in a matter  
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
11 an expert witness or as a consultant in this Action.

12           8.     “EXPORT-CONTROLLED INFORMATION”: “EXPORT-  
13 CONTROLLED INFORMATION” shall mean information that is subject to the  
14 requirements of the Export Administration Regulations (“EAR”), 15 C.F.R. §§ 730,  
15 et seq., and/or the International Traffic in Arms Regulations (“ITAR”), 22 C.F.R. §§  
16 120, et seq. Such information may be contained in documents that a Designating  
17 Party furnishes in this case related to dual use commodities, technology, or software,  
18 or defense articles. A protective order is warranted, and there is good cause for  
19 special treatment of these categories of information because federal law subjects such  
20 information to specific rules related to designation, use, access, and disclosure, and  
21 imposes civil and criminal penalties for violations.

22           9.     “HIGHLY CONFIDENTIAL” Information or Items: Information  
23 (regardless of how it is generated, stored or maintained) or tangible things that  
24 contain non-public, confidential, or proprietary information of a commercially  
25 sensitive nature, the disclosure of which would cause harm to the commercial  
26 interests of the disclosing party. Information so designated may be viewed by only  
27 Outside Counsel of Record and In-House Counsel, subject to the restrictions set forth  
28 herein.

1           10. In-House Counsel: Attorneys who are employees of a Party to this  
2 Action or a parent entity of a Party to this Action. In-House Counsel does not include  
3 Outside Counsel of Record or any other outside counsel.

4           11. Non-Party: Any natural person, partnership, corporation, association,  
5 or other legal entity not named as a Party to this action.

6           12. Outside Counsel of Record: Attorneys who are not employees of a party  
7 to this Action but are retained to represent or advise a party to this Action and have  
8 appeared in this Action on behalf of that party or are affiliated with a law firm which  
9 has appeared on behalf of that party, and includes support staff.

10          13. Party: Any party to this Action, including all of its officers, directors,  
11 employees, consultants, retained experts, and Outside Counsel of Record (and their  
12 support staffs).

13          14. Producing Party: A Party or Non-Party that produces Disclosure or  
14 Discovery Material in this Action.

15          15. Professional Vendors: Persons or entities that provide litigation support  
16 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19          16. Protected Material: Any Disclosure or Discovery Material that is  
20 designated as “EXPORT-CONTROLLED INFORMATION,” “CONFIDENTIAL”  
21 or “HIGHLY CONFIDENTIAL.”

22          17. Receiving Party: A Party that receives Disclosure or Discovery Material  
23 from a Producing Party.

### 24 **III. SCOPE**

25          The protections conferred by this Stipulation and Order cover not only  
26 Protected Material (as defined above), but also (1) any information copied or  
27 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
28 compilations of Protected Material; and (3) any testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material. Any  
2 use of Protected Material at trial shall be governed by the orders of the trial judge.  
3 This Order does not govern the use of Protected Material at trial.

#### 4 **IV. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations  
6 imposed by this Order shall remain in effect until a Designating Party agrees  
7 otherwise in writing or a court order otherwise directs. Final disposition shall be  
8 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
9 or without prejudice; and (2) final judgment herein after the completion and  
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
11 including the time limits for filing any motions or applications for extension of time  
12 pursuant to applicable law.

#### 13 **V. DESIGNATING PROTECTED MATERIAL**

14 1. Exercise of Restraint and Care in Designating Material for Protection.  
15 Each Party or Non-Party that designates information or items for protection under  
16 this Order must take care to limit any such designation to specific material that  
17 qualifies under the appropriate standards. If it comes to a Designating Party's  
18 attention that information or items that it designated for protection do not qualify for  
19 protection, that Designating Party must promptly notify all other Parties that it is  
20 withdrawing the inapplicable designation.

21 2. Manner and Timing of Designations. Except as otherwise provided in  
22 this Order (see, e.g., second paragraph of Section V.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24 under this Order must be clearly so designated. It is the duty of the Designating Party  
25 to give notice of the confidentiality designation pursuant to this Order, which must  
26 be done, wherever possible, before the material is disclosed or produced. The duty  
27 of the Receiving Party and of all other persons bound by this Order to maintain the  
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1 confidentiality of the Protected Material shall commence with receipt of the  
2 designation. Designation in conformity with this Order requires:

- 3 a) For information in documentary form (e.g., paper or electronic  
4 documents, but excluding transcripts of depositions or other pretrial or  
5 trial proceedings), that the Producing Party affix at a minimum, the  
6 legend “EXPORT-CONTROLLED INFORMATION,”  
7 “CONFIDENTIAL” and/or “HIGHLY CONFIDENTIAL” to each page  
8 that contains protected material. If only a portion or portions of the  
9 material on a page qualifies for protection, the Producing Party also  
10 must clearly identify the protected portion(s) (e.g., by making  
11 appropriate markings in the margins). A Party or Non-Party that makes  
12 original documents available for inspection need not designate them for  
13 protection until after the inspecting Party has indicated which  
14 documents it would like copied and produced. During the inspection  
15 and before the designation, all of the material made available for  
16 inspection shall be deemed “EXPORT-CONTROLLED  
17 INFORMATION,” “CONFIDENTIAL” or “HIGHLY  
18 CONFIDENTIAL.” After the inspecting Party has identified the  
19 documents it wants copied and produced, the Producing Party must  
20 determine which documents, or portions thereof, qualify for protection  
21 under this Order. Then, before producing the specified documents, the  
22 Producing Party must affix the “EXPORT-CONTROLLED  
23 INFORMATION,” “CONFIDENTIAL” or “HIGHLY  
24 CONFIDENTIAL” legend to each page that contains Protected  
25 Material. If only a portion or portions of the material on a page qualifies  
26 for protection, the Producing Party also must clearly identify the  
27 protected portion(s) (e.g., by making appropriate markings in the  
28 margins).



- 1           b) For testimony given in depositions or in other pretrial or trial  
2 proceedings, that the Designating Party provide written notice and  
3 identification of the specific pages of the transcript (and any exhibits  
4 thereto) that are EXPORT-CONTROLLED INFORMATION,  
5 CONFIDENTIAL or HIGHLY CONFIDENTIAL, within twenty-one  
6 (21) days of receiving the final transcript. A confidentiality designation  
7 may also be made at the time of the deposition or other proceeding by  
8 indicating on the record before the close of the deposition or other  
9 proceeding. Unless the Parties agree otherwise, until the expiration of  
10 the twenty-one (21) day period during which such designations may be  
11 made, the entire transcript will be treated as though it is subject to  
12 protection as HIGHLY CONFIDENTIAL material under the terms of  
13 this Order. At the expiration of that twenty-one (21) day period, any  
14 portions of the transcript not designated as EXPORT-CONTROLLED  
15 INFORMATION, CONFIDENTIAL or HIGHLY CONFIDENTIAL  
16 will cease to be treated as HIGHLY CONFIDENTIAL. A Party  
17 thereafter seeking to assert inadvertent failure to designate under  
18 Section V.3 shall have the burden of showing good cause for their  
19 failure to designate the testimony previously. During the pendency of  
20 any such subsequent designation or motion, the testimony that is the  
21 subject of the designation shall be treated as though the designation was  
22 timely asserted.
- 23           c) For information produced in some form other than documentary and for  
24 any other tangible items, that the Producing Party affix in a prominent  
25 place on the exterior of the container or containers in which the  
26 information is stored the legend “EXPORT-CONTROLLED  
27 INFORMATION,” “CONFIDENTIAL” or “HIGHLY  
28 CONFIDENTIAL.” If only a portion or portions of the information



warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Any correction to a designation and notice of that correction shall be made in writing, accompanied by substitute copies of each item of Protected Material, properly marked as EXPORT-CONTROLLED INFORMATION, CONFIDENTIAL or HIGHLY CONFIDENTIAL, in accordance with Section V.2 of this Order. A Receiving Party may challenge a late designation in accordance with Section VI of this Order. Until such challenge is resolved by the Parties or the Court, the disputed Discovery Material shall be treated as EXPORT-CONTROLLED INFORMATION, CONFIDENTIAL or HIGHLY CONFIDENTIAL, in accordance with the corrected designation. If no challenge is made to a late designation, then within twenty-one (21) days of receipt of the corrected or substituted copies of the Discovery Material, the Receiving Party shall destroy or return to counsel for the Producing Party all copies of such mis-designated Discovery Material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## **VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

3. Burden of Persuasion. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to

1 afford the material in question the level of protection to which it is entitled under the  
2 Producing Party's designation until the Court rules on the challenge.

### 3 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 1. Basic Principles. A Receiving Party may use Protected Material that is  
5 disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for prosecuting, defending, or attempting to settle this Action. Such  
7 Protected Material may be disclosed only to the categories of persons and under the  
8 conditions described in this Order. Every person to whom Protected Material is to  
9 be disclosed, summarized, described or otherwise communicated in whole or in part,  
10 shall first be advised that the Protected Material is being disclosed pursuant and  
11 subject to the terms of this Order. When the Action has been terminated, a Receiving  
12 Party must comply with the provisions of Section XIII below. Protected Material  
13 must be stored and maintained by a Receiving Party at a location and in a secure  
14 manner that ensures that access is limited to the persons authorized under this Order.  
15 For purposes of this Order, a secure website, or other internet-based document  
16 repository with adequate security and access limited to persons authorized under this  
17 Order that complies with the paragraphs in this Section, shall be deemed a secure  
18 location.

19 2. Disclosure of "CONFIDENTIAL" Information or Items. Unless  
20 otherwise ordered by the court or permitted in writing by the Designating Party, a  
21 Receiving Party may disclose any information or item designated  
22 "CONFIDENTIAL" only to:

- 23 a) The Receiving Party's Outside Counsel of Record in this Action, as well  
24 as employees of said Outside Counsel of Record to whom it is  
25 reasonably necessary to disclose the information for this Action;
- 26 b) The officers, directors, and employees (including In-House Counsel) of  
27 the Receiving Party to whom disclosure is reasonably necessary for this  
28 Action;

- 1 c) Experts (as defined in this Order) of the Receiving Party to whom  
2 disclosure is reasonably necessary for this Action and who have signed  
3 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
4 d) The Court and its personnel;  
5 e) Court reporters and their staff;  
6 f) Professional jury or trial consultants, mock jurors, and Professional  
7 Vendors to whom disclosure is reasonably necessary for this Action and  
8 who have signed the “Acknowledgment and Agreement to Be Bound”  
9 (Exhibit A);  
10 g) The author or recipient of a document containing the information or a  
11 custodian or other person who otherwise possessed or knew the  
12 information;  
13 h) During their depositions, witnesses, and attorneys for witnesses, in the  
14 Action to whom disclosure is reasonably necessary and who have signed  
15 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
16 otherwise agreed by the Designating Party or ordered by the Court.  
17 Pages of transcribed deposition testimony or exhibits to depositions that  
18 reveal Protected Material, or which have otherwise been designated as  
19 Protected Material, must be separately bound by the court reporter and  
20 may not be disclosed to anyone except as permitted under this Order;  
21 and  
22 i) Any mediator or settlement officer, and their supporting personnel,  
23 mutually agreed upon by any of the parties engaged in settlement  
24 discussions.

25 With respect to EXPORT-CONTROLLED INFORMATION, the persons in  
26 categories (a)-(i) must be U.S. Persons or otherwise permitted access to such  
27 information under U.S. law.  
28

1           3.     Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.  
2 Unless otherwise ordered by the Court or permitted in writing by the Designating  
3 Party, a Receiving Party may disclose any information or item designated “HIGHLY  
4 CONFIDENTIAL” to only:

5           a)     The Receiving Party’s Outside Counsel of Record in this action, as well  
6 as employees of said Outside Counsel of Record to whom it is  
7 reasonably necessary to disclose the information for this litigation.

8           b)     The Receiving Party’s In-House Counsel who (1) has supervisory  
9 responsibility for this litigation; (2) has no involvement in competitive  
10 decision-making; (3) to whom disclosure is reasonably necessary for  
11 this litigation; (4) who has signed the “Acknowledgment and Agreement  
12 to Be Bound” (Exhibit A).

13           i.     The In-House Counsel for a Receiving Party may not:

14                   1.     Discuss or disclose the contents of the “Highly  
15 Confidential” materials with or to other employees or third  
16 parties; and/or

17                   2.     Use the “Highly Confidential” materials for any purpose  
18 other than in connection with the prosecution or defense of  
19 the lawsuit.

20           c)     Experts (as defined in this Order) of the Receiving Party to whom  
21 disclosure is reasonably necessary for this litigation and who have  
22 signed the “Acknowledgment and Agreement to Be Bound” that is  
23 attached as Exhibit A.

24           d)     The Court and its personnel;

25           e)     Court reporters and their staff;

26           f)     Professional jury or trial consultants, mock jurors, and Professional  
27 Vendors to whom disclosure is reasonably necessary for this Action and  
28

1 who have signed the “Acknowledgment and Agreement to Be Bound”  
2 (Exhibit A);

3 g) The author or recipient of a document containing the information or a  
4 custodian or other person who otherwise possessed or knew the  
5 information;

6 h) During their depositions, witnesses, and attorneys for witnesses, in the  
7 Action to whom disclosure is reasonably necessary and who have signed  
8 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless  
9 otherwise agreed by the Designating Party or ordered by the Court.  
10 Pages of transcribed deposition testimony or exhibits to depositions that  
11 reveal Protected Material, or which have otherwise been designated as  
12 Protected Material, must be separately bound by the court reporter and  
13 may not be disclosed to anyone except as permitted under this Order;  
14 and

15 i) Any mediator or settlement officer, and their supporting personnel,  
16 mutually agreed upon by any of the parties engaged in settlement discussions.

17 With respect to EXPORT-CONTROLLED INFORMATION, the persons in  
18 categories (a)-(i) must be U.S. Persons or otherwise permitted access to such  
19 information under U.S. law.

20 4. Handling of “EXPORT-CONTROLLED INFORMATION” or Items.

21 4.1. Disclosure of “EXPORT-CONTROLLED INFORMATION” or  
22 Items. The Parties have a responsibility to ensure that EXPORT-CONTROLLED  
23 INFORMATION in their possession, custody or control is used in accordance with  
24 the EAR, 15 C.F.R. §§ 730, *et seq.*, and/or ITAR, 22 C.F.R. §§ 120, *et seq.* To  
25 prevent unauthorized use of EXPORT-CONTROLLED INFORMATION, the  
26 parties agree to follow the procedure outlined in this paragraph.

27 a) EXPORT-CONTROLLED INFORMATION disclosed in this  
28 action will be used only for the purposes of this action.

1           b) Counsel or another individuals authorized to received EXPORT-  
2 CONTROLLED INFORMATION will not disclose, export, or transfer, in any  
3 manner, EXPORT-CONTROLLED INFORMATION to any foreign person except  
4 as permitted by U.S. law, and will not transport any such document outside of U.S.  
5 territory, without prior written approval of the Bureau of Industry and Security, the  
6 United States Department of State, or other appropriate U.S. government department  
7 or agency except as permitted by U.S. law.

8           c) The Parties will file under seal all documents that contain  
9 EXPORT-CONTROLLED INFORMATION.

10           4.2. Access to EXPORT-CONTROLLED INFORMATION or Items.

11 The Parties and the Court have a responsibility to ensure that access to EXPORT-  
12 CONTROLLED INFORMATION in their possession, custody or control is restricted  
13 to authorized persons in accordance with the EAR, 15 C.F.R. §§ 730, *et seq.*, and/or  
14 ITAR, 22 C.F.R. §§ 120, *et seq.* To prevent unauthorized access of EXPORT-  
15 CONTROLLED INFORMATION, the Parties agree to follow the procedure outlined  
16 in this paragraph.

17           a) All hardcopy documents containing EXPORT-CONTROLLED  
18 INFORMATION shall be placed in a secure file or room or transported in a secure  
19 container with access limited to those persons identified in Section VII, paragraphs  
20 2 and 3 of this Protective Order who are U.S. Persons.

21           b) If documents containing EXPORT-CONTROLLED  
22 INFORMATION are electronic files, access to such electronic files shall be limited  
23 to those persons identified in Section VII, paragraphs 2 and 3 of this Protective Order  
24 who are U.S. Persons.

25           c) In the event that counsel or another individual authorized to  
26 receive EXPORT-CONTROLLED INFORMATION anticipates that EXPORT-  
27 CONTROLLED INFORMATION will be disclosed to the Court, including at any  
28

1 hearing or at trial, the Parties agree to confer and, if necessary, to discuss with the  
2 Court the proper safeguards to avoid an export violation.

3 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
4 **PRODUCED IN OTHER LITIGATION**

5 1. If a Party is served with a subpoena or a court order issued in other  
6 litigation that compels disclosure of any information or items designated in this  
7 Action as “EXPORT-CONTROLLED INFORMATION,” “CONFIDENTIAL” or  
8 “HIGHLY CONFIDENTIAL,” that Party must:

- 9 a) Promptly notify in writing the Designating Party. Such notification  
10 shall include a copy of the subpoena or court order;  
11 b) Promptly notify in writing the party who caused the subpoena or order  
12 to issue in the other litigation that some or all of the material covered by  
13 the subpoena or order is subject to this Protective Order. Such  
14 notification shall include a copy of this Stipulated Protective Order; and  
15 c) Cooperate with respect to all reasonable procedures sought to be  
16 pursued by the Designating Party whose Protected Material may be  
17 affected.

18 2. If the Designating Party timely seeks a protective order, the Party served  
19 with the subpoena or court order shall not produce any information designated in this  
20 action as “EXPORT-CONTROLLED INFORMATION,” “CONFIDENTIAL” or  
21 “HIGHLY CONFIDENTIAL” before a determination by the court from which the  
22 subpoena or order issued, unless the Party has obtained the Designating Party’s  
23 permission. The Designating Party shall bear the burden and expense of seeking  
24 protection in that court of its confidential material and nothing in these provisions  
25 should be construed as authorizing or encouraging a Receiving Party in this Action  
26 to disobey a lawful directive from another court.



1 **IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
2 **PRODUCED IN THIS LITIGATION**

3 1. The terms of this Order are applicable to information produced by a  
4 Non- Party in this Action and designated as "EXPORT-CONTROLLED  
5 INFORMATION," "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." Such  
6 information produced by Non-Parties in connection with this litigation is protected  
7 by the remedies and relief provided by this Order. Nothing in these provisions should  
8 be construed as prohibiting a Non-Party from seeking additional protections.

9 2. In the event that a Party is required, by a valid discovery request, to  
10 produce a Non-Party's confidential information in its possession, and the Party is  
11 subject to an agreement with the Non-Party not to produce the Non-Party's  
12 confidential information, then the Party shall:

- 13 a) Promptly notify in writing the Requesting Party and the Non-Party that  
14 some or all of the information requested is subject to a confidentiality  
15 agreement with a Non-Party;  
16 b) Promptly provide the Non-Party with a copy of the Stipulated Protective  
17 Order in this Action, the relevant discovery request(s), and a reasonably  
18 specific description of the information requested; and  
19 c) Make the information requested available for inspection by the Non-  
20 Party, if requested.

21 3. If the Non-Party fails to seek a protective order from this court within  
22 fourteen (14) days of receiving the notice and accompanying information, the  
23 Receiving Party may produce the Non-Party's confidential information responsive to  
24 the discovery request. If the Non-Party timely seeks a protective order, the Receiving  
25 Party shall not produce any information in its possession or control that is subject to  
26 the confidentiality agreement with the Non-Party before a determination by the court.  
27 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
28 of seeking protection in this court of its Protected Material.

1     **X.     UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2             1.     If a Receiving Party learns that, by inadvertence or otherwise, it has  
3 disclosed Protected Material to any person or in any circumstance not authorized  
4 under this Stipulated Protective Order, the Receiving Party must immediately:

- 5             a)     Notify in writing the Designating Party of the unauthorized disclosures;  
6             b)     Use its best efforts to retrieve all unauthorized copies of the Protected  
7                     Material;  
8             c)     Inform the person or persons to whom unauthorized disclosures were  
9                     made of all the terms of this Order; and d) Request such person or  
10                    persons to execute the “Acknowledgment and Agreement to Be Bound”  
11                    that is attached hereto as Exhibit A.

12     **XI.    INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
13     **PROTECTED MATERIAL**

14             When a Producing Party gives notice to Receiving Parties that certain  
15 inadvertently produced material is subject to a claim of privilege or other protection,  
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
18 may be established in an e-discovery order that provides for production without prior  
19 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
20 parties reach an agreement on the effect of disclosure of a communication or  
21 information covered by the attorney-client privilege or work product protection, the  
22 parties may incorporate their agreement in the stipulated protective order submitted  
23 to the Court.

24     **XII.   MISCELLANEOUS**

25             1.     Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27             2.     Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4 3. Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
6 only be filed under seal pursuant to a court order authorizing the sealing of the  
7 specific Protected Material at issue. If a Party's request to file Protected Material  
8 under seal is denied by the court, then the Receiving Party may file the information  
9 in the public record unless otherwise instructed by the court.

### 10 **XIII. FINAL DISPOSITION**

11 After the final disposition of this Action, as defined in Section IV, within sixty  
12 (60) days of a written request by the Designating Party, each Receiving Party must  
13 return all Protected Material to the Producing Party or destroy such material. As used  
14 in this subdivision, "all Protected Material" includes all copies, abstracts,  
15 compilations, summaries, and any other format reproducing or capturing any of the  
16 Protected Material. Whether the Protected Material is returned or destroyed, the  
17 Receiving Party must submit a written certification to the Producing Party (and, if  
18 not the same person or entity, to the Designating Party) by the sixty (60) day deadline  
19 that (1) identifies (by category, where appropriate) all the Protected Material that was  
20 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
21 copies, abstracts, compilations, summaries or any other format reproducing or  
22 capturing any of the Protected Material. Notwithstanding this provision, Counsel are  
23 entitled to retain an archival copy of all pleadings, motion papers, trial, deposition,  
24 and hearing transcripts, legal memoranda, correspondence, deposition and trial  
25 exhibits, expert reports, attorney work product, and consultant and expert work  
26 product, even if such materials contain Protected Material. Any such archival copies  
27 that contain or constitute Protected Material remain subject to this Protective Order  
28 as set forth in Section IV.

1 **XIV. ENFORCEMENT**

2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6 DATED July 30, 2019

7  
8 /s/ Matthew D. Umhofer

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1 DATED: July 30, 2019

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18 DATED: July 30, 2019

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*Attorneys for Robert Briles*

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: August 1, 2019

/ s /

Honorable Alka Sagar

United States Magistrate Judge

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_, declare under penalty of perjury that  
4 the following is true and correct:

5 1. I am employed as \_\_\_\_\_ by \_\_\_\_\_.  
6 2. I have read the foregoing Stipulated Protective Order ("Order") in the  
7 case of *SPS Technologies, LLC v. Briles Aerospace, Inc.*, Case No. 2:18-cv-09536-  
8 MWF (ASx) (C.D. Cal.), and have received a copy of it.

9 3. I agree to comply with and to be bound by all the terms of this Order,  
10 and I understand and acknowledge that failure to so comply could expose me to  
11 sanctions and punishment in the nature of contempt, and to damages to the  
12 Designating Party.

13 4. I solemnly promise that I will not disclose in any manner any  
14 information or item that is subject to this Order to any person or entity except in strict  
15 compliance with the provisions of this Order.

16 5. I further agree to submit to the jurisdiction of the United States District  
17 Court for the Central District of California for the purpose of enforcing the terms of  
18 this Order, even if such enforcement proceedings occur after termination of this  
19 action.

20 6. I hereby appoint \_\_\_\_\_ of \_\_\_\_\_  
21 as my California agent for service of process in connection with this action or any  
22 proceedings related to enforcement of this Stipulated Protective Order.

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26  
27 Signature: \_\_\_\_\_  
28